

REVISED INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2005, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and the County of Lancaster, Nebraska, hereinafter referred to as "County."

WHEREAS, City and County are authorized by Neb. Rev. Stat. §§23-2201 to 23-2207 (Reissue 1974) to enter into agreements with one another for joint or cooperative action to provide social services to elderly citizens within their jurisdictions, and

WHEREAS, the City and the County entered into a Revised Interlocal Agreement by Resolution No. A-81063 adopted August 27, 2001, which governs the Lincoln Area Agency on Aging; and

WHEREAS, the Lincoln-Lancaster County Aging Agency has proposed changes to the Interlocal Agreement for the Lincoln Area Agency on Aging to include language to allow the Mayor to execute leases for senior center service purposes on agreements of one year or less.

WHEREAS, it is desirable at the present time to effect said revision in said agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement, the City and County agree as follows:

- 1. Agency Established.** There is hereby established an agency to be known as the Lincoln Area Agency on Aging, which shall assume the assets, powers, and duties of the previously existing Lincoln-Lancaster County Commission on Aging, and shall further exercise such additional powers and perform such additional duties as are conferred upon it through this agreement. The agency shall establish a set of bylaws, appropriate to its purpose to provide for its orderly functioning.

2. Executive. There shall be an executive of the agency who shall be appointed by the Mayor and County Board with the concurrence of a majority vote of the City Council. The executive shall be qualified by special training and experience in the field of aging, and shall be administratively assigned to the Office of the Mayor of the City of Lincoln. The executive may be removed from office by the Mayor with the consent of a majority of the City Council and the County Board for inefficiency, nonfeasance, or malfeasance in office, or for other good and sufficient cause. The present executive of the Lincoln-Lancaster County Commission on Aging shall be the executive of the agency until resignation or removal as heretofore set out.

3. Additional Personnel. The agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties, and functions. The selection and compensation of all personnel shall be in accordance with the City of Lincoln personnel code practices, and all personnel employed by the agency shall be considered employees of the City of Lincoln.

4. Financial Support. The City and the County shall each annually, following each jurisdiction's annual budget planning and appropriation procedures, make provision for sharing the cost necessary to support the agency and its authorized functions and activities.

5. Acquisition of Property. The City and County may designate or may acquire, by purchase or lease, real property for use by the agency; provided, that the acquisition of real property shall comply with the capital improvements procedures of both the City and County, and all applicable acquisition and relocation procedures. All acquired real property and improvements thereto shall be paid for one-half (1/2) by the City and one-half (1/2) by the County, and title shall be taken in the name of the City and County as tenants in common. Maintenance expenses for said real property shall be paid for one-half (1/2) by the City and one-half (1/2) by the County. Real property previously owned by either the City or County

designated for use by the agency shall remain the property of the entity which provided the property.

6. Lease of Property. Contracts or agreements in connection with property leases that provide location and space for Senior Center services programming and LIFE outposted counselors, in which the Agency is to be either the lessee or lessor, may be consummated and executed for periods of one year or less and on such terms as the Mayor, by executive order, may authorize.

67. Termination of Agreement. Either party to this agreement may cease to be a party hereunto and may withdraw from partnership in the agency by adoption of a resolution of its intention to withdraw, and by given the agency and other party to this agreement written notice of its intent to withdraw at least sixty (60) days before the effective date thereof.

78. Disposition of Assets Upon Termination. Upon termination of this agreement, any money or assets, except real property, in possession of the agency after payment of all liabilities validly incurred under this agreement shall be returned to the City and County in the composite proportion to each of those parties' fiscal support of the agency for its then current budget year and two (2) previous budget years. All real property shall be disposed of with the proceeds being divided equally between the City and County, except real property provided solely by either the City or County in which event such real property shall remain the property of the entity which provided it. Any jointly acquired property may be disposed of prior to the termination of this agreement by the mutual written agreement of City and County. The proceeds shall be divided as provided in this paragraph. Nothing in this section shall preclude transfer of jointly owned property to the sole ownership of one or the other entity for other purposes for an agreed-upon consideration.

89. State-Federal Relationship. The agency established by this agreement is hereby designated as the official area agency on aging with respect to the state of Nebraska and the government of the United States. As such, the agency will represent the interests of and act on behalf of the parties to this agreement before appropriate state, federal and other local agencies.

910. Prior Agreement Superseded. The City and County do hereby mutually agree that this agreement supersedes the prior existing agreement entered into between the City and the County on the 7th day of May, 1973, creating the Lincoln-Lancaster County Commission on Aging, and any other prior agreements relating thereto and such prior agreements are hereby terminated.

1011. Amendments. This agreement may be amended by the City and County by resolution of both bodies' governing boards.

1112. Term. This agreement shall continue in full force and effect from the day and year first above written until terminated as herein provided.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Coleen J. Seng, Mayor

APPROVED BY CITY COUNCIL,
CITY OF LINCOLN, NEBRASKA
By Resolution No. A-_____,
adopted _____, 2005.

COUNTY OF LANCASTER, NEBRASKA
By LANCASTER COUNTY BOARD OF
COMMISSIONERS

ATTEST:

County Clerk

